



Wheeler v. WFASD/Zermatt

Derek Wilson <djw@djwlawoffice.com>

Wed, Oct 25, 2023 at 12:00 PM

To: judgelink@judicategest.com, "Briefs @ JW" <briefs@judicategest.com>, Matthew Holder <mholder@sheppardmullin.com>, "Peter A. Saba, Esq." <PAS@sspfirm.com>, Brandon Neuman <brandon.neuman@nelsonmullins.com>

Judge Link:

Mr. Holder and I were able to speak and propose multiple versions of attempted joint proposed orders. Unfortunately, we both had items we wanted in the order that the other side would not agree with. We have agreed to independently provide proposed orders at noon today. Attached is the Claimants' proposed order.

With regard to Claimants' proposed order, paragraphs 1-3, 5, 8, and 10 are to my knowledge not objectionable to the Respondents. I attach an issue brief detailing why the remaining paragraphs are appropriate interpretations of the settlement agreement.

-Derek

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***NOTE* New Address as of 1/1/2023**

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3 attachments **Ex A to [Prop] Order 2023.3.21 Wheeler SAR.pdf**
903K **2023.10.24_Order re Cooper v6.docx**
17K **2023.10.25 Issue Brief.pdf**
185K

Peter Wheeler v. WFA of San Diego, LLC, et al. (A305751)

ORDER REGARDING MARCH 21, 2023 SETTLEMENT AGREEMENT

This matter came before Judge Frederick L. Link in an August 14, 2023 hearing. After discussions with counsel and review of papers submitted, as well as additional discussions on October 24, 2023, Judge Link hereby orders:

1. The settlement agreement the parties reached on March 21, 2023 included a release of Chris Cooper, a.k.a. Martin Christopher Cooper (“Cooper”). A true and correct copy of the agreement is attached hereto as **Exhibit A** (hereinafter the “Agreement”).
2. Cooper is identified in Paragraph 4, subsection a of the Agreement, as a releasee. Cooper was alleged to have wrongfully sent letters dated January 1, 2023, to recipients in Ohio. This claim was resolved by means of the Agreement.
3. The Agreement was intended to, and does, also include Mr. Cooper’s company, Chris Cooper & Company, Inc. (“CCCI”) as a released party.
4. The Agreement includes a dispute resolution provision that requires any dispute (defined as any dispute, including those related to a breach of the agreement but not limited to such) to be resolved by arbitration in the exclusive jurisdiction of Judge Frederick Link (Ret.) at Judicate West in San Diego (the “Venue” and “Arbitration” provisions).
5. Cooper and CCCI are intended third-party beneficiaries to the Agreement.
6. Cooper and CCCI benefit from the Arbitration and Venue provisions of the Agreement.
7. The Agreement contains a provision wherein the Zermatt Releasees (including but not limited to Zermatt Holdings LLC and WFA of San Diego, LLC) released the Wheeler Releasees (including, but not limited to, Peter Wheeler, Cooper, and CCCI) from all known and unknown claims of whatever kind or nature in law, equity, or otherwise, which the Zermatt Parties owned including, but not limited to, all such claims arising out of, or in any way connected with, the disputes resolved in the Agreement.
8. The Agreement also contains a California Civil Code Section 1542 waiver such that the parties released any claims, known or unknown, based on actions or omissions taken before the agreement was entered into on the evening of March 21, 2023.
9. The Agreement does not release any claims against any releasee relating to any acts or conduct engaged in by a releasee after the agreement was entered into on March 21, 2023, so long as this conduct or purported injury does not arise out of, or is not in any way connected to, the disputes settled in the Agreement.
10. This order is intended to clarify the issue for the parties and releasees.

IT IS SO ORDERED.

Dated: October ____, 2023

Hon. Frederick Link

EXHIBIT A